

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Mercury Public Affairs, LLC	2. Registration Number 6170
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3. Primary Address of Registrant 300 Tingey Street, SE, Suite 202, Washington, DC 20003
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4. Name of Foreign Principal Presidency of the Republic of Senegal (through Kirjas Global Ltd.) ("Senegal")	5. Address of Foreign Principal Avenue Leopold Sedar Senghor Dakar, Senegal SENEGAL
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6. Country/Region Represented SENEGAL
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7. Indicate whether the foreign principal is one of the following: <input type="checkbox"/> Government of a foreign country <sup>1</sup> <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership  <input checked="" type="checkbox"/> Corporation  <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee  <input type="checkbox"/> Voluntary group  <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____
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8. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant  b) Name and title of official with whom registrant engages
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<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Kirjas Global Ltd. (Kirjas) is a private company organized under the laws of Bulgaria that provides government relations and communication services. Kirjas has retained Registrant to provide strategic consulting, government relations, lobbying, and public relations services for the benefit of Senegal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: Kirjas is a privately-owned and operated firm in Bulgaria. Kirjas has retained Registrant to provide strategic consulting, government relations, lobbying, and public relations services for the benefit of Senegal. These services will ultimately be funded by, and indirectly supervised by and performed under the supervision of, Senegal.

Item 10(b) Directed: Kirjas is a privately-owned and operated firm in Bulgaria. Kirjas has retained Registrant to provide strategic consulting, government relations, lobbying, and public relations services for the benefit of Senegal. These services will ultimately be funded by, and indirectly supervised by and performed under the supervision of, Senegal.

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Kirjas is a private company organized under the laws of Bulgaria, and is wholly-owned and exclusively operated by Emil Kirjas.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

07/05/2022LEONARDO DOSORETZ/s/LEONARDO DOSORETZ



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Mercury Public Affairs, LLC

**2. Registration Number**

6170

**3. Name of Foreign Principal**

Presidency of the Republic of Senegal (through Kirjas Global Ltd.) ("Senegal")

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 06/25/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see the attached contracts. Registrant's services are expected to include strategic consulting, government relations, lobbying, and public relations advice and services.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see the attached contracts. Registrant's services are expected to include strategic consulting, government relations, lobbying, and public relations advice and services.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Please see the attached contracts. Registrant's services are expected to include strategic consulting, government relations, lobbying, and public relations advice and services.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

07/05/2022

Leonardo Dosoretz

/s/Leonardo Dosoretz

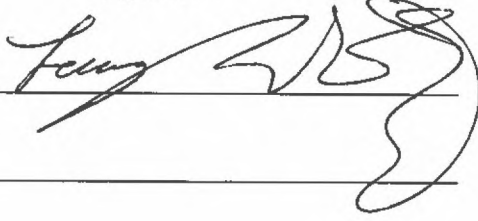
**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

<u>July 5, 2022</u>	<u>Leonardo Dosoretz</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

## SUB-CONTRACTING AGREEMENT

THIS AGREEMENT is made on the date of last signature below between:

### Parties

1. Kirjas Global Ltd a company incorporated in with registered number 204849191 whose registered office is at Georgi Benkovski 28, Sofia, 1000, Bulgaria  
(**Main Contractor**);  
  
and
2. Mercury Public Affairs, LLC, a Delaware limited liability company (**Sub-contractor**).

### BACKGROUND

1. The Main Contractor has entered into an agreement attached as Schedule 1 (**Main Contract**) for the purposes of the project "International Advocacy of Senegal's Government".
2. The Main Contractor has entered into the Main Contract on the basis that the Sub-contractor will supply the services specified in Schedule 2, for the benefit of the Project on a "back-to-back" basis with the Main Contractor, and in accordance with the provisions below.

### AGREEMENT

#### Meanings

1. In this Agreement, the following words are defined:

<b>Agreement</b>	this agreement for the provision of the Services (as defined below) including any schedules;
<b>Confidential Information</b>	in relation to either party, any information (whether or not stated to be confidential or marked as such) which that party discloses to the other, or which the other party obtains from any information disclosed to it by that party, either orally or in writing or by any other means, under or in connection with this Agreement;
<b>Data Protection Laws</b>	all applicable laws relating to the processing of Personal Data, including, for the period during which it is in force, the General Data Protection Regulation (Regulation (EU) 2016/679) ( <b>GDPR</b> );
<b>Deliverables</b>	all documents, items, plans, products, goods and materials supplied by the Sub-contractor, including any methodologies, ideas, designs, computer programs, data, disks, tapes, and reports, in whatever form, which are developed, created, written, prepared, devised or discovered by the Sub-contractor or its agents, sub-

	contractors, consultants and employees in relation to the Services;
<b>Effective Date</b>	25 June 2022;
<b>Equipment</b>	any equipment, systems, tools, cabling, items, materials or facilities requested or used directly or indirectly in the supply of the Services, by the Sub-contractor or its sub-contractors;
<b>Intellectual Property Rights</b>	any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the Sub-contractor in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of, and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future;
<b>Premises</b>	various locations
<b>Services</b>	the services which are set out and described in Schedule 2 of this Agreement, together with any other services which the Sub-contractor provides or agrees to provide to the Main Contractor through the change control procedure set out below ( <b>Change Control</b> );
<b>Service Charges</b>	the charges for the Services, which are set out in Schedule 3 of this Agreement;
<b>Specification</b>	the description or specification for the Services as set out in Schedule 2 of this Agreement or as otherwise agreed between the parties through Change Control;
<b>Working Day</b>	any day other than a Saturday, Sunday or public holiday in England and Wales.

2. The terms "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processor", "Processing", "Sub-processor" and "Supervisory Authority" shall have the same meaning as in the GDPR.
3. In this Agreement, unless the context requires a different interpretation:
  - a. the singular includes the plural and vice versa;
  - b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
  - c. a reference to a person includes firms, companies, government entities, trusts and partnerships;

- d. "including" is understood to mean "including without limitation";
- e. reference to any statutory provision includes any modification or amendment of it;
- f. the headings and sub-headings do not form part of this Agreement; and
- g. "writing" or "written" will include fax and e-mail unless otherwise stated.

### **Provision of Services**

1. The Sub-contractor shall provide the Services to the Main Contractor on the terms and conditions of this Agreement from the Effective Date and as set out in Schedule 2.
2. The Agreement begins on the Effective Date and will continue until 24 September 2022, subject to the clause below (**Termination**).
3. The Sub-contractor shall provide the Services (including any Deliverables) in accordance with the Specification in all material respects. Time is of the essence for any dates for delivery of the Services under this Agreement, unless specifically stated otherwise in any schedule.
4. The Sub-contractor shall perform the Services with reasonable care and skill, in accordance with:
  - a. generally recognised commercial practices and standards in the applicable industry; and
  - b. all laws and regulations applicable to the Services, including all laws and regulations related to (i) anti-bribery and corruption, and (ii) data protection.

### **Main Contractor's Obligations**

1. No amendment shall be made to Schedule 2 except on terms agreed in writing by the parties in accordance with the clause below **Change Control**.
2. The Main Contractor must:
  - a. co-operate with the Sub-contractor in all matters relating to the Services;
  - b. provide, in a timely manner, any materials and any information as the Sub-contractor may reasonably require; and
  - c. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start.
3. Main Contractor represents and warrants to Sub-contractor that Main Contractor entering into this Agreement under the terms and conditions herein does not violate any provision of the Main Contract and does not require any approval nor further action beyond the terms and conditions herein.

### **Defective Services**

1. The Sub-contractor shall promptly notify the Main Contractor of:

- a. any delays or problems from time to time in the provision of the Services of which the Sub-contractor becomes aware;
  - b. any circumstances from time to time which may prevent the Sub-contractor from providing the Services in accordance with this Agreement together with (where practicable) recommendations as to how such circumstances can be avoided; and
  - c. any complaint (whether written or not) or other matter which comes to its attention and which it reasonably believes may give rise to any loss by or claim against the Main Contractor or which may result in any adverse publicity for the Main Contractor.
2. The Main Contractor shall, without limiting any right or remedy of the Main Contractor, promptly report to the Sub-contractor any defects in the Sub-contractor's performance of the Services as soon as reasonably practicable after any such defect comes to the attention of the Main Contractor.
  3. Where any defect in the provision of the Services is reported to the Sub-contractor by the Main Contractor or otherwise comes to the attention of the Sub-contractor, the Sub-contractor shall, without limiting any other right or remedy of the Main Contractor, use its reasonable endeavours to provide such further services as are necessary in order to rectify the default as soon as is reasonably practicable; provided that the defect is material and Main Contractor's request to rectify is reasonable.

#### **Charges, Payment and Time Records**

1. In consideration of the provision of the Services by the Sub-contractor, the Main Contractor shall pay the Service Charges as set out in Schedule 3 which specifies whether the charges are on a time and materials basis, a fixed price basis or a combination of both. Time is of the essence for the payment of the Service Charges.
2. All charges quoted to the Main Contractor are inclusive of VAT wherever applicable, which the Sub-contractor shall add to its invoices at the appropriate rate.
3. Where Services are provided for a fixed price, the total price for the Services is set out in Schedule 3. Subject to Schedule 3, upon completion of the Services or when an agreed instalment is due, the Sub-contractor shall invoice the Main Contractor for the charges that are then payable.
4. The Main Contractor shall pay each invoice submitted to it by the Sub-contractor, in accordance with Schedule 3 and otherwise with the agreed instalments, in cleared funds within 10 days of receipt (which shall be determined in accordance with the section below (**Notices**) to a bank account nominated in writing by the Sub-contractor (the **Due Date**), subject to the receipt of appropriate funds by the Main Contractor from the Republic of Senegal (**Client**) for Sub-contractor's Services.
5. All sums payable to the Sub-contractor under this Agreement shall become due immediately on its termination, despite any other provision.

6. The Sub-contractor and the Main Contractor shall pay all amounts due under this Agreement in full without any deduction except as required by law and neither party shall be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any amount due, in whole or in part.
7. In the event Sub-contractor does not receive payment in accordance herewith, including but not limited to Section 4 above, Sub-contractor may suspend Services until payment is made.

### **Change Control**

1. The Main Contractor may at any time during the term of this Agreement request an increase or decrease in the volume of the Services, a change in the Specification, or the addition of new Services (Change Request) by notifying the Sub-contractor in writing of its requirements.
2. The Sub-contractor shall give due consideration to any Change Request from Main Contractor and shall, within 10 Working Days of receiving a Change Request from the Main Contractor:
  - a. confirm its acceptance of the Change Request, without any further variation to the terms of the Agreement, in which case the parties shall execute a variation to the Agreement as soon as reasonably practicable and the Sub-contractor shall implement the Change Request accordingly; or
  - b. provide a written proposal for accepting the Change Request, subject to any variation that it reasonably considers necessary to the Services, the Specification or the Service Charges, including any new Services (**Change Proposal**); or
  - c. if the Sub-contractor believes it is not reasonably practicable to accept the Change Request, with or without any such variation, provide the Main Contractor with a written statement of its reasons for doing so.
3. Any Change Proposal provided by the Sub-contractor under the above clause shall be based on the Service Charges or, if this is not appropriate, shall be a fair and reasonable quotation for the Change Request.
4. The Main Contractor shall give due consideration to the Sub-contractor's Change Proposal under the clause above and shall within 10 Working Days after receipt of the Change Proposal either give Sub-contractor a written notice accepting the Change Proposal (subject to or without further negotiation) or rejecting the Change Proposal. If Main Contractor accepts the Change Proposal, the parties shall as soon as reasonably practicable execute a variation to the Agreement and the Sub-contractor shall implement the agreed variation.
5. The Sub-contractor shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, provided that Sub-contractor gives Main Contractor reasonable notice of such

changes and that such changes do not materially affect the nature/scope of the Services or the Service Charges.

### **Indemnity**

1. Each party will indemnify and hold harmless the other party, its principals, employees, officers, and agents (collectively, the "**Indemnified Party**") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from any negligence, gross negligence, or willful misconduct by the indemnifying party, its employees, officers, directors, and agents.
2. Each party shall give the other party notice in writing as soon as possible after it becomes aware of any dispute it has regarding the Project.

### **Liability and Insurance**

1. If the Sub-contractor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Main Contractor, its agents, other sub-contractors, consultants or employees, the Sub-contractor shall not be liable for any costs, charges or losses sustained or incurred by the Main Contractor that arise directly or indirectly from such prevention or delay.
2. Provided that the Main Contractor reasonably pursues all of its rights under the Main Contract, the Main Contractor shall not be liable or responsible to the Sub-contractor for any failure to perform its obligations under this Agreement if there is a corresponding failure of the Project.
3. Nothing in this Agreement limits or excludes either party's liability for:
  - a. death or personal injury caused by its negligence;
  - b. fraud or fraudulent misrepresentation; or
  - c. breach of the terms; or
  - d. any other liability which cannot be limited or excluded by applicable law.
4. Subject to the above clause and the clause above (**Indemnity**), neither party shall have any liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
  - a. loss of profits;
  - b. loss of sales or business;
  - c. loss of agreements or contracts;
  - d. loss of anticipated savings;
  - e. loss of or damage to goodwill;
  - f. loss of use or corruption of software, data or information;
  - g. any indirect or consequential loss.

5. During this Agreement, the Sub-contractor and the Main Contractor may want to engage with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, without prejudice to this contract and on their own decision.

## Data Protection

1. The Sub-Contractor (the Sub-processor for the purposes of this section) will comply with the Data Protection Laws, as applicable.
2. The Main Contractor (the Processor for the purposes of this section) will only supply to the Sub-processor, and the Sub-processor will only process the Personal Data of Data Subjects falling within the categories specified in Part A of Schedule 4 (Data processing information).
3. The Processor will only supply to the Sub-processor, and the Sub-processor will only process Personal Data of the types specified in Part A of Schedule 4.
4. The Sub-processor will only process Personal Data for the purposes specified in Part A of Schedule 4.
5. The Sub-processor shall only process the Personal Data during the term of this Agreement.
6. The Sub-processor shall not transfer any personal data obtained from the Controller outside of the European Economic Area (EEA) unless the prior written consent of the Controller has been obtained.
7. The Sub-processor will ensure that persons authorised to process the Personal Data have committed themselves to confidentiality, or are under an appropriate statutory obligation of confidentiality.
8. The Sub-Processor and the Processor will each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Controller's Personal Data. The Sub-Processor and the Processor shall provide the Controller with details of all such technical and organisational measures on reasonable written notice from the Controller.
9. Where the Sub-Processor is acting as a Processor of Client Personal Data in connection with its delivery of Services under this Agreement the Sub-Processor may retain and use the services of third parties who from time to time may need to process Personal Data (each a **Third Party Sub-Processor**). As such, the Controller hereby generally authorises each Third Party Sub-Processor engaged by the Sub-Processor at the time this Agreement is executed to be a sub-processor in relation to the Personal Data. The Sub-Processor will provide the Controller with a list of all Third Party Sub-Processors on written request.
10. The Sub-Processor will enter into an agreement with each Third Party Sub-Processor that obligates the Third Party Sub-Processor to process the Personal Data in a manner substantially similar to the standards set forth

under this Agreement, and at a minimum, at the level of data protection required by Data Protection Laws (to the extent applicable to the services by the Third Party Sub-Processor under this Agreement).

11. The Sub-processor shall, insofar as possible and taking into account the nature of the processing:

- a. take appropriate technical and organisational measures to assist the Processor with the fulfilment of the Processor's obligation to respond to requests exercising a Data Subject's rights under the Data Protection Laws;
- b. assist the Processor in ensuring compliance with the obligations relating to the security of processing of Personal Data, the notification of Personal Data Breaches to the Supervisory Authority, the communication of Personal Data Breaches to the Data Subject, Data Protection Impact Assessments (as such term is defined in Data Protection Laws) and prior consultations in relation to high-risk processing under the Data Protection Laws;
- c. report any Personal Data Breach to the Processor within 24 hours of the Sub-processor becoming aware of the breach;
- d. make available to the Processor all information necessary to demonstrate the compliance of the Sub-processor with its obligations under the Data Protection Laws;
- e. at the Processor's discretion, delete or return all of the Personal Data to the Processor after the provision of Services relating to the processing, and shall delete existing copies, save to the extent that applicable law requires storage of the relevant Personal Data; and
- f. allow for and contribute to audits, including inspections conducted by the Processor or another auditor mandated by the Processor in respect of the compliance of the Sub-processor's processing of Personal Data with the Data Protection Laws.

### **Confidentiality**

1. Each party will only use Confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:
  - a. where required by law, court order or any governmental or regulatory body;
  - b. to any of its employees, officers, sub-contractors, representatives or advisers who need to know the information in order to discharge its obligations under the Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information;
  - c. where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, sub-contractors, representatives or advisers);
  - d. where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement; or

- e. where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.

### **Intellectual Property**

1. Subject to the clause below, the Sub-contractor reserves all Intellectual Property Rights (if any) which may subsist in any Deliverables, or in connection with, the provision of the Services. The Sub-contractor reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such Intellectual Property Rights.
2. The Sub-contractor licenses all such rights to the Main Contractor free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Main Contractor to make reasonable use of the Deliverables and the Services.
3. If this Agreement is terminated, this licence will automatically terminate.

### **Anti-Bribery**

1. The Sub-contractor and its agents, sub-contractors, consultants or employees shall:
  - a. comply with all applicable laws, regulations, statutes, and codes relating to anti-bribery and anti-corruption (**Bribery Laws**);
  - b. not commit an offence under the Bribery Laws;
  - c. comply with any relevant industry code related to Anti-Bribery (**Bribery Policies**);
  - d. have, maintain, and enforce throughout the term of this Agreement its own policies and procedures, to ensure compliance with the Bribery Laws and the Bribery Policies; and
  - e. promptly report to the Main Contractor any request or demand for any undue financial or other advantage of any kind received by the Sub-contractor in connection with the performance of this Agreement.

### **Non-Solicitation**

1. The Main Contractor shall not, without the prior written consent of the Sub-contractor, at any time from the date of this Agreement to the expiry of months after the last date of supply of the Services or termination of this Agreement (whichever is the latest), solicit or entice away from the Sub-contractor or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of the Sub-contractor in the provision of the Services.

### **Circumstances beyond the control of either party**

1. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party.
2. Such causes include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood,

droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the control of the party in question.

3. The party affected by a circumstance beyond its control shall use all reasonable endeavours to mitigate the effect of the force majeure upon the performance of its obligations.
4. The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by a force majeure event.
5. If the delay continues for a period of 90 days, either party may terminate or cancel the Services to be carried out under this Agreement.

### **Termination**

1. A party may terminate the Agreement immediately by giving written notice to the other party if that other party:
  - a. does not pay any sum due to it under the Agreement within 30 days of the due date for payment;
  - b. commits a material breach of the Agreement which, if capable of remedy, it fails to remedy within 30 days after being given written notice specifying full particulars of the breach and requiring it to be remedied);
  - c. persistently breaches any term of the Agreement;
  - d. is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due;
  - e. is a company over any of whose assets or property a receiver is appointed;
  - f. makes any voluntary arrangement with its creditors or (if a company) becomes subject to an administration order;
  - g. (if an individual or firm) has a bankruptcy order made against it or (if a company) goes into liquidation;
  - h. undergoes a change of control; or
  - i. (if an individual) dies or as a result of illness or incapacity becomes incapable of managing his or her own affairs.
2. The Main Contractor may terminate this Agreement on 10 prior days' written notice if the Main Contract is terminated.

### **Consequences of Termination**

1. On termination or expiry of this Agreement:
  - a. the Main Contractor shall immediately pay to the Sub-contractor all of the Sub-contractor's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Sub-contractor may submit an invoice, which shall be payable immediately on receipt;

- b. the Main Contractor shall, within a reasonable time, return all of the Sub-contractor's Equipment and any relevant Deliverables remaining the property of the Sub-contractor. Until they have been returned or repossessed, the Main Contractor shall be solely responsible for their safe keeping.
2. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
3. Other than as set out in the Agreement, neither party shall have any further obligation to the other under the Agreement after its termination.

#### **General**

1. This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
2. No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.
3. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
4. A provision which by its intent or terms is meant to survive the termination of the Agreement will do so.
5. If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.
6. Unless specifically provided by the parties, nothing in the Agreement will establish any employment relationship, partnership or joint venture between the parties, or mean that one party becomes the agent of the other party, nor does the Agreement authorise any party to enter into any commitments for or on behalf of the other party.
7. Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at the other party's registered address or place of business, or sent by email to the business email address of the other party.
8. Any notice in connection herewith will be in writing, sent per the contact information on Schedule 5 attached hereto, and either delivered personally, or


mailed by certified mail, postage prepaid, or sent via email. Notice will be deemed given when delivered personally, or, if mailed or emailed, 72 hours after the time of sending.

9. Neither party will use the other party's name, logo, trademarks, or service marks in any advertising, publicity releases, or any other materials without that party's prior written approval.
10. Neither party may assign this Agreement, except to an affiliate or subsidiary, without the prior written consent of the other party.

**Governing law and jurisdiction**

1. This Agreement will be governed by and construed in accordance with the laws of the State of New York and the United States, without regard to its conflicts of laws rules, and both parties submit to the exclusive personal jurisdiction of the state and federal courts in New York County, NY, and to venue in said courts, and waive any claim of *forum non conveniens*. Each party waives any right to have any dispute in connection herewith resolved by jury trial.

The parties have signed this Agreement the date(s) below:

  
\_\_\_\_\_  
Emil Kirjas, for and on behalf of Kirjas Global Ltd

24 June 2022  
\_\_\_\_\_  
Date of Signature

*Michael Soliman*  
\_\_\_\_\_  
Michael Soliman, for and on behalf of Mercury Public  
Affairs, LLC

6/27/2022  
\_\_\_\_\_  
Date of Signature

## **SCHEDULE 1**

### **Main Contract**

**International Advocacy of  
Senegal's Government**

## **CONTRAT D'ASSISTANCE ET DE CONSEIL**

### **ENTRE**

**La Présidence de la République**, Dakar, Sénégal;  
(Ci-après dénommé "**LE CLIENT**")  
**DE PREMIERE PART,**

### **ET**

**KIRJAS GLOBAL LTD.**, Sofia, Bulgarie;  
(Ci-après dénommé "**KIRJAS GLOBAL**")  
**DE DEUXIEME PART,**

(Ensemble désignés les « Parties » et séparément une « Partie »)

### **IL EST PREALABLEMENT EXPOSE :**

- (A). KIRJAS GLOBAL a pour activité principale, de fortifier les efforts diplomatiques et internationaux pour promouvoir le Sénégal, les efforts exceptionnels de SEM Président Macky SALL et l'ambitieux programme de gouvernement.
- (B). KIRJAS GLOBAL a développé une expérience, une expertise et une compétence particulière, entre autres, dans le travail en étroite collaboration avec les dirigeants mondiaux de gouvernements pour définir leurs positions et orientations géopolitiques, et dans la fourniture de conseils stratégiques dans un contexte bilatéral et multilatéral.
- (C). Que les PARTIES, par les présentes, signifient leur volonté réciproque de créer une nouvelle relation de travail, définie par les présentes, où KIRJAS GLOBAL fournira conseil et assistance au CLIENT.

### **CECI EXPOSE IL EST CONVENU CE QUI SUIT :**

#### **Article 1 : Valeur de l'exposé**

L'exposé des motifs ci-dessus a la même valeur juridique que toutes les clauses du présent contrat.

#### **Article 2 : Objet**

Le présent contrat a pour objet de définir les relations contractuelles entre LE CLIENT et KIRJAS GLOBAL d'une part et de fixer les modalités de rémunération de KIRJAS GLOBAL par LE CLIENT d'autre part.

### **Article 3 : Méthodologie de l'intervention**

Dans le cadre du présent contrat, LE CLIENT confie à KIRJAS GLOBAL qui accepte, la mission d'accompagner pendant 24 mois, à compter du 1<sup>er</sup> janvier 2022, la Présidence de la République, dans les missions définies ci-après :

1. Assurer la continuité des initiatives réussies de la stratégie, dénommée Plan Sénégal Émergent (PSE), en sécurisant diverses réunions dès janvier 2022. Nourrir les contacts établis et les tendances positives avec les réunions précédemment mises en place. Les réunions comprendraient une liste soigneusement élaborée de dirigeants politiques étrangers, de parlementaires, de représentants de gouvernements, d'institutions internationales, d'activistes de la société civile et de faiseurs d'opinion :

- a) En ligne, en utilisant les nouvelles technologies, en organisant des discussions en ligne mensuelles avec des membres des parlements nationaux et régionaux en Europe et en Afrique, par le biais de webinaires et d'entretiens avec les médias.
- b) En dehors du Sénégal avec un accent sur l'Europe, l'Asie, l'Amérique du Nord, l'Amérique Latine et l'Afrique, avec des visites spéciales de responsables gouvernementaux et des représentants des partis, au Sénégal, grâce à des visites sur mesure d'importants dirigeants politiques ou représentants d'institutions internationales en leur proposant des rencontres avec des membres désignés du gouvernement, de l'équipe de la présidence et des médias
- c) En organisant des délégations diverses à l'occasion de rencontres nationales, continentales ou internationales, qui pourront offrir un soutien et offrir un témoignage sur l'approche visionnaire et transparente, la qualité et l'excellence de la gouvernance de SEM Président Macky SALL et des autorités du Sénégal, comme un exemple pour l'Afrique et le monde

2. Mener une offensive de communication diplomatique à l'intention de la communauté internationale par le biais d'événements qui appuieront et renforceront les performances de la gouvernance avec l'appui international des différentes institutions, gouvernements, dirigeants et influenceurs

- a) Aider à l'organisation de réunions / auditions / présentations dans des lieux clés à travers le monde, et en particulier pendant et au lendemain de la Présidence de l'Union Africaine en 2022, ainsi que lors des sommets du G20, des Nations Unies, de la COP et d'autres événements intercontinentaux importants
- b) Liaison intense avec les partenaires clés des organisations internationales gouvernementales et non gouvernementales, y compris les structures internationales publiques ou privées, en intensifiant les échanges
- c) S'appuyant sur les expériences de communication Covid, s'engager dans la diplomatie numérique, ce qui contribuera à la coordination de la présence et de la participation des responsables gouvernementaux à des événements internationaux clés (conférences, sommets, assemblées) grâce à une stratégie cohérente

3. Formuler des recommandations pour la mondialisation du « *Forum International de Dakar sur la Paix et la Sécurité en Afrique* » - Dans ce cadre KIRJAS GLOBAL mobilisera des personnalités clés du secteur politique, économique, de l'innovation technologique et de l'environnement, dans l'objectif de faire de ce forum un point de référence où les succès de l'administration présidentielle seront présentés comme un exemple pour la région et le continent.

- a) 5 continents, 5 lieux stratégiques et de mondialisation du forum international de Dakar sur la paix et la sécurité en Afrique. Cet événement international historique annuel qui se déroule au Sénégal sous le patronage de SEM Président Macky SALL pour la promotion de la paix, du dialogue, de l'investissement et de la prospérité, doit devenir la référence mondiale de la promotion de la paix et de la sécurité dans le monde sous un leadership Africain
- b) des orientations stratégiques thématiques seront élaborées suite à l'analyse des aspects en relation avec : la Paix, la sécurité et la justice, l'intégration régionale, la migration, le Climat, l'éducation: , la coopération internationale et le multilatéralisme dans une approche gagnant, gagnant
- c) Organiser des petits événements physiques promotionnels « Dakar Forum Invites » d'une journée en dehors du Sénégal à l'étranger. Ces événements seront thématiques et seront considérés comme un rassemblement promotionnel / préparatoire pour l'événement annuel à Dakar
- d) Préparer un livre qui synthétisera la vision, les positions et les résultats des conférences / débats en ligne, des rapports, des articles et une promotion sur les développements positifs importants au Sénégal et en Afrique.

Il est enfin précisé, qu'en tant que de besoin, la nature de ces missions confiées par LE CLIENT à KIRJAS GLOBAL pourra, à la demande de LE CLIENT, être élargie à d'autres domaines. Ceux-ci feront alors l'objet de précisions méthodologiques et budgétaires de la part de KIRJAS GLOBAL.

**Article 4 : Ordonnateur des missions**

Seul le le Ministre, Secrétaire général de la Présidence de la République, ou son (ses) représentant(s) dûment désigné(s) par lui, peuvent valablement ordonner à KIRJAS GLOBAL l'exécution d'une ou des missions visées à l'article 3 visé ci-dessus.

**Article 5 : Durée**

Le présent contrat prend effet à partir du 1<sup>er</sup> janvier 2022.

Il est conclu pour une durée déterminée de 24 mois et prendra fin au 31 décembre 2023.

## SCHEDULE 2

### SPECIFICATION OF SERVICES

Sub-contractor shall provide governmental relations services to Main Contractor relating to the Client, with the purpose of raising the profile and building the public image of President Sall (the “**Services**”). The Services shall include organizing and coordinating outreach to U.S. Government officials in Congress and the Executive Branch while strategically maximizing public exposure, and seeking key opportunities on behalf of the Client with think tanks and other non-governmental organizations, such as speaking engagements at high-profile events.

### **SCHEDULE 3**

#### **CHARGES**

1. In exchange for Sub-contractor's Services hereunder, Main Contractor shall pay Sub-contractor US\$13,000.00 per month, prorated for any partial month, invoiced monthly during the Term, invoice to be sent to the address provided by Client in writing.

2. Main Contractor will pay and reimburse Sub-contractor for all reasonable business expenses incurred and documented in providing the Services, invoiced monthly; provided, however, that any such payment or reimbursement of any expense requires the prior written approval of Main Contractor.

3. In its sole and exclusive discretion, Sub-contractor may require Main Contractor to pay in advance or directly to a vendor any expense(s) in connection with this Agreement.

#### **Bank Account**

To be provided by Sub-contractor to Main Contractor on invoices

## **SCHEDULE 4**

### **DATA PROCESSING INFORMATION**

#### **PART A - DATA PROCESSING INFORMATION**

Processing of Personal Data by the Sub-processor under this Schedule shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Part A.

##### **Subject-matter of processing:**

The Sub-processor's provision of the Services and any related technical support to the Processor.

##### **Duration of the processing:**

The term plus the period from expiry of the term until return/deletion of all Personal Data by the Sub-processor in accordance with this Schedule.

##### **Nature and purpose of the processing:**

The Sub-processor will process Personal Data for the purpose of providing the Services and any related technical support to the Processor in accordance with this Schedule.

##### **Type of Personal Data:**

- Names, Email addresses, Physical addresses.

##### **Categories of Data Subjects:**

- Personal Data will concern the following categories of Data Subjects:
- Data Subjects about whom the Sub-processor collects Personal Data in its provision of the Services; and/or
- Data Subjects about whom Personal Data is transferred to the Sub-processor in connection with the Services by, at the direction of, or on behalf of the Processor.

## **SCHEDULE 5**

### **Contact Information**

If to Sub-contractor:

Mercury Public Affairs, LLC  
Attn: Bibi Rahim  
509 Guisando de Avila  
Suite 100  
Tampa, Florida 33613  
United States of America  
Phone: +1 813-908-1380  
Email: DASAccounting@mercuryllc.com

If to Main Contractor:

Kirjas Global Ltd  
Attn: Emil Kirjas  
Georgi Benkovski 28  
Sofia, 1000  
Bulgaria  
Phone: +44 77 1392 9100  
Email: emil@kirjas.com

## SUB-CONTRACTING AGREEMENT

THIS AGREEMENT is made on the date of last signature below between:

### Parties

1. Kirjas Global Ltd a company incorporated in with registered number 204849191 whose registered office is at Georgi Benkovski 28, Sofia, 1000, Bulgaria  
(**Main Contractor**);

and

2. Mercury Public Affairs, LLC, a Delaware limited liability company (**Sub-contractor**).

### BACKGROUND

1. The Main Contractor has entered into an agreement attached as Schedule 1 (**Main Contract**) for the purposes of the project "International Advocacy of Senegal's Government".
2. The Main Contractor has entered into the Main Contract on the basis that the Sub-contractor will supply the services specified in Schedule 2, for the benefit of the Project on a "back-to-back" basis with the Main Contractor, and in accordance with the provisions below.

### AGREEMENT

#### Meanings

1. In this Agreement, the following words are defined:

<b>Agreement</b>	this agreement for the provision of the Services (as defined below) including any schedules;
<b>Confidential Information</b>	in relation to either party, any information (whether or not stated to be confidential or marked as such) which that party discloses to the other, or which the other party obtains from any information disclosed to it by that party, either orally or in writing or by any other means, under or in connection with this Agreement;
<b>Data Protection Laws</b>	all applicable laws relating to the processing of Personal Data, including, for the period during which it is in force, the General Data Protection Regulation (Regulation (EU) 2016/679) ( <b>GDPR</b> );
<b>Deliverables</b>	all documents, items, plans, products, goods and materials supplied by the Sub-contractor, including any methodologies, ideas, designs, computer programs, data, disks, tapes, and reports, in whatever form, which are developed, created, written, prepared, devised or discovered by the Sub-contractor or its agents, sub-

	contractors, consultants and employees in relation to the Services;
<b>Effective Date</b>	25 June 2022;
<b>Equipment</b>	any equipment, systems, tools, cabling, items, materials or facilities requested or used directly or indirectly in the supply of the Services, by the Sub-contractor or its sub-contractors;
<b>Intellectual Property Rights</b>	any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the Sub-contractor in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of, and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future;
<b>Premises</b>	various locations
<b>Services</b>	the services which are set out and described in Schedule 2 of this Agreement, together with any other services which the Sub-contractor provides or agrees to provide to the Main Contractor through the change control procedure set out below ( <b>Change Control</b> );
<b>Service Charges</b>	the charges for the Services, which are set out in Schedule 3 of this Agreement;
<b>Specification</b>	the description or specification for the Services as set out in Schedule 2 of this Agreement or as otherwise agreed between the parties through Change Control;
<b>Working Day</b>	any day other than a Saturday, Sunday or public holiday in England and Wales.

2. The terms "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processor", "Processing", "Sub-processor" and "Supervisory Authority" shall have the same meaning as in the GDPR.
3. In this Agreement, unless the context requires a different interpretation:
  - a. the singular includes the plural and vice versa;
  - b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
  - c. a reference to a person includes firms, companies, government entities, trusts and partnerships;

- d. "including" is understood to mean "including without limitation";
- e. reference to any statutory provision includes any modification or amendment of it;
- f. the headings and sub-headings do not form part of this Agreement; and
- g. "writing" or "written" will include fax and e-mail unless otherwise stated.

### **Provision of Services**

1. The Sub-contractor shall provide the Services to the Main Contractor on the terms and conditions of this Agreement from the Effective Date and as set out in Schedule 2.
2. The Agreement begins on the Effective Date and will continue until 24 December 2022, subject to the clause below (**Termination**).
3. The Sub-contractor shall provide the Services (including any Deliverables) in accordance with the Specification in all material respects. Time is of the essence for any dates for delivery of the Services under this Agreement, unless specifically stated otherwise in any schedule.
4. The Sub-contractor shall perform the Services with reasonable care and skill, in accordance with:
  - a. generally recognised commercial practices and standards in the applicable industry; and
  - b. all laws and regulations applicable to the Services, including all laws and regulations related to (i) anti-bribery and corruption, and (ii) data protection.

### **Main Contractor's Obligations**

1. No amendment shall be made to Schedule 2 except on terms agreed in writing by the parties in accordance with the clause below **Change Control**.
2. The Main Contractor must:
  - a. co-operate with the Sub-contractor in all matters relating to the Services;
  - b. provide, in a timely manner, any materials and any information as the Sub-contractor may reasonably require; and
  - c. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start.
3. Main Contractor represents and warrants to Sub-contractor that Main Contractor entering into this Agreement under the terms and conditions herein does not violate any provision of the Main Contract and does not require any approval nor further action beyond the terms and conditions herein.

### **Defective Services**

1. The Sub-contractor shall promptly notify the Main Contractor of:

- a. any delays or problems from time to time in the provision of the Services of which the Sub-contractor becomes aware;
  - b. any circumstances from time to time which may prevent the Sub-contractor from providing the Services in accordance with this Agreement together with (where practicable) recommendations as to how such circumstances can be avoided; and
  - c. any complaint (whether written or not) or other matter which comes to its attention and which it reasonably believes may give rise to any loss by or claim against the Main Contractor or which may result in any adverse publicity for the Main Contractor.
2. The Main Contractor shall, without limiting any right or remedy of the Main Contractor, promptly report to the Sub-contractor any defects in the Sub-contractor's performance of the Services as soon as reasonably practicable after any such defect comes to the attention of the Main Contractor.
  3. Where any defect in the provision of the Services is reported to the Sub-contractor by the Main Contractor or otherwise comes to the attention of the Sub-contractor, the Sub-contractor shall, without limiting any other right or remedy of the Main Contractor, use its reasonable endeavours to provide such further services as are necessary in order to rectify the default as soon as is reasonably practicable; provided that the defect is material and Main Contractor's request to rectify is reasonable.

#### **Charges, Payment and Time Records**

1. In consideration of the provision of the Services by the Sub-contractor, the Main Contractor shall pay the Service Charges as set out in Schedule 3 which specifies whether the charges are on a time and materials basis, a fixed price basis or a combination of both. Time is of the essence for the payment of the Service Charges.
2. All charges quoted to the Main Contractor are inclusive of VAT wherever applicable, which the Sub-contractor shall add to its invoices at the appropriate rate.
3. Where Services are provided for a fixed price, the total price for the Services is set out in Schedule 3. Subject to Schedule 3, upon completion of the Services or when an agreed instalment is due, the Sub-contractor shall invoice the Main Contractor for the charges that are then payable.
4. The Main Contractor shall pay each invoice submitted to it by the Sub-contractor, in accordance with Schedule 3 and otherwise with the agreed instalments, in cleared funds within 10 days of receipt (which shall be determined in accordance with the section below (**Notices**) to a bank account nominated in writing by the Sub-contractor (the **Due Date**), subject to the receipt of appropriate funds by the Main Contractor from the Republic of Senegal (**Client**) for Sub-contractor's Services.
5. All sums payable to the Sub-contractor under this Agreement shall become due immediately on its termination, despite any other provision.

6. The Sub-contractor and the Main Contractor shall pay all amounts due under this Agreement in full without any deduction except as required by law and neither party shall be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any amount due, in whole or in part.
7. In the event Sub-contractor does not receive payment in accordance herewith, including but not limited to Section 4 above, Sub-contractor may suspend Services until payment is made.

### **Change Control**

1. The Main Contractor may at any time during the term of this Agreement request an increase or decrease in the volume of the Services, a change in the Specification, or the addition of new Services (Change Request) by notifying the Sub-contractor in writing of its requirements.
2. The Sub-contractor shall give due consideration to any Change Request from Main Contractor and shall, within 10 Working Days of receiving a Change Request from the Main Contractor:
  - a. confirm its acceptance of the Change Request, without any further variation to the terms of the Agreement, in which case the parties shall execute a variation to the Agreement as soon as reasonably practicable and the Sub-contractor shall implement the Change Request accordingly; or
  - b. provide a written proposal for accepting the Change Request, subject to any variation that it reasonably considers necessary to the Services, the Specification or the Service Charges, including any new Services (**Change Proposal**); or
  - c. if the Sub-contractor believes it is not reasonably practicable to accept the Change Request, with or without any such variation, provide the Main Contractor with a written statement of its reasons for doing so.
3. Any Change Proposal provided by the Sub-contractor under the above clause shall be based on the Service Charges or, if this is not appropriate, shall be a fair and reasonable quotation for the Change Request.
4. The Main Contractor shall give due consideration to the Sub-contractor's Change Proposal under the clause above and shall within 10 Working Days after receipt of the Change Proposal either give Sub-contractor a written notice accepting the Change Proposal (subject to or without further negotiation) or rejecting the Change Proposal. If Main Contractor accepts the Change Proposal, the parties shall as soon as reasonably practicable execute a variation to the Agreement and the Sub-contractor shall implement the agreed variation.
5. The Sub-contractor shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, provided that Sub-contractor gives Main Contractor reasonable notice of such

changes and that such changes do not materially affect the nature/scope of the Services or the Service Charges.

### **Indemnity**

1. Each party will indemnify and hold harmless the other party, its principals, employees, officers, and agents (collectively, the "**Indemnified Party**") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from any negligence, gross negligence, or willful misconduct by the indemnifying party, its employees, officers, directors, and agents.
2. Each party shall give the other party notice in writing as soon as possible after it becomes aware of any dispute it has regarding the Project.

### **Liability and Insurance**

1. If the Sub-contractor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Main Contractor, its agents, other sub-contractors, consultants or employees, the Sub-contractor shall not be liable for any costs, charges or losses sustained or incurred by the Main Contractor that arise directly or indirectly from such prevention or delay.
2. Provided that the Main Contractor reasonably pursues all of its rights under the Main Contract, the Main Contractor shall not be liable or responsible to the Sub-contractor for any failure to perform its obligations under this Agreement if there is a corresponding failure of the Project.
3. Nothing in this Agreement limits or excludes either party's liability for:
  - a. death or personal injury caused by its negligence;
  - b. fraud or fraudulent misrepresentation; or
  - c. breach of the terms; or
  - d. any other liability which cannot be limited or excluded by applicable law.
4. Subject to the above clause and the clause above (**Indemnity**), neither party shall have any liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
  - a. loss of profits;
  - b. loss of sales or business;
  - c. loss of agreements or contracts;
  - d. loss of anticipated savings;
  - e. loss of or damage to goodwill;
  - f. loss of use or corruption of software, data or information;
  - g. any indirect or consequential loss.

5. During this Agreement, the Sub-contractor and the Main Contractor may want to engage with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, without prejudice to this contract and on their own decision.

#### **Data Protection**

1. The Sub-Contractor (the Sub-processor for the purposes of this section) will comply with the Data Protection Laws, as applicable.
2. The Main Contractor (the Processor for the purposes of this section) will only supply to the Sub-processor, and the Sub-processor will only process the Personal Data of Data Subjects falling within the categories specified in Part A of Schedule 4 (Data processing information).
3. The Processor will only supply to the Sub-processor, and the Sub-processor will only process Personal Data of the types specified in Part A of Schedule 4.
4. The Sub-processor will only process Personal Data for the purposes specified in Part A of Schedule 4.
5. The Sub-processor shall only process the Personal Data during the term of this Agreement.
6. The Sub-processor shall not transfer any personal data obtained from the Controller outside of the European Economic Area (EEA) unless the prior written consent of the Controller has been obtained.
7. The Sub-processor will ensure that persons authorised to process the Personal Data have committed themselves to confidentiality, or are under an appropriate statutory obligation of confidentiality.
8. The Sub-Processor and the Processor will each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Controller's Personal Data. The Sub-Processor and the Processor shall provide the Controller with details of all such technical and organisational measures on reasonable written notice from the Controller.
9. Where the Sub-Processor is acting as a Processor of Client Personal Data in connection with its delivery of Services under this Agreement the Sub-Processor may retain and use the services of third parties who from time to time may need to process Personal Data (each a **Third Party Sub-Processor**). As such, the Controller hereby generally authorises each Third Party Sub-Processor engaged by the Sub-Processor at the time this Agreement is executed to be a sub-processor in relation to the Personal Data. The Sub-Processor will provide the Controller with a list of all Third Party Sub-Processors on written request.
10. The Sub-Processor will enter into an agreement with each Third Party Sub-Processor that obligates the Third Party Sub-Processor to process the Personal Data in a manner substantially similar to the standards set forth

under this Agreement, and at a minimum, at the level of data protection required by Data Protection Laws (to the extent applicable to the services by the Third Party Sub-Processor under this Agreement).

11. The Sub-processor shall, insofar as possible and taking into account the nature of the processing:

- a. take appropriate technical and organisational measures to assist the Processor with the fulfilment of the Processor's obligation to respond to requests exercising a Data Subject's rights under the Data Protection Laws;
- b. assist the Processor in ensuring compliance with the obligations relating to the security of processing of Personal Data, the notification of Personal Data Breaches to the Supervisory Authority, the communication of Personal Data Breaches to the Data Subject, Data Protection Impact Assessments (as such term is defined in Data Protection Laws) and prior consultations in relation to high-risk processing under the Data Protection Laws;
- c. report any Personal Data Breach to the Processor within 24 hours of the Sub-processor becoming aware of the breach;
- d. make available to the Processor all information necessary to demonstrate the compliance of the Sub-processor with its obligations under the Data Protection Laws;
- e. at the Processor's discretion, delete or return all of the Personal Data to the Processor after the provision of Services relating to the processing, and shall delete existing copies, save to the extent that applicable law requires storage of the relevant Personal Data; and
- f. allow for and contribute to audits, including inspections conducted by the Processor or another auditor mandated by the Processor in respect of the compliance of the Sub-processor's processing of Personal Data with the Data Protection Laws.

### **Confidentiality**

1. Each party will only use Confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:
  - a. where required by law, court order or any governmental or regulatory body;
  - b. to any of its employees, officers, sub-contractors, representatives or advisers who need to know the information in order to discharge its obligations under the Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information;
  - c. where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, sub-contractors, representatives or advisers);
  - d. where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement; or

- e. where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.

### **Intellectual Property**

1. Subject to the clause below, the Sub-contractor reserves all Intellectual Property Rights (if any) which may subsist in any Deliverables, or in connection with, the provision of the Services. The Sub-contractor reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such Intellectual Property Rights.
2. The Sub-contractor licenses all such rights to the Main Contractor free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Main Contractor to make reasonable use of the Deliverables and the Services.
3. If this Agreement is terminated, this licence will automatically terminate.

### **Anti-Bribery**

1. The Sub-contractor and its agents, sub-contractors, consultants or employees shall:
  - a. comply with all applicable laws, regulations, statutes, and codes relating to anti-bribery and anti-corruption (**Bribery Laws**);
  - b. not commit an offence under the Bribery Laws;
  - c. comply with any relevant industry code related to Anti-Bribery (**Bribery Policies**);
  - d. have, maintain, and enforce throughout the term of this Agreement its own policies and procedures, to ensure compliance with the Bribery Laws and the Bribery Policies; and
  - e. promptly report to the Main Contractor any request or demand for any undue financial or other advantage of any kind received by the Sub-contractor in connection with the performance of this Agreement.

### **Non-Solicitation**

1. The Main Contractor shall not, without the prior written consent of the Sub-contractor, at any time from the date of this Agreement to the expiry of months after the last date of supply of the Services or termination of this Agreement (whichever is the latest), solicit or entice away from the Sub-contractor or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of the Sub-contractor in the provision of the Services.

### **Circumstances beyond the control of either party**

1. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party.
2. Such causes include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood,

droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the control of the party in question.

3. The party affected by a circumstance beyond its control shall use all reasonable endeavours to mitigate the effect of the force majeure upon the performance of its obligations.
4. The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by a force majeure event.
5. If the delay continues for a period of 90 days, either party may terminate or cancel the Services to be carried out under this Agreement.

### **Termination**

1. A party may terminate the Agreement immediately by giving written notice to the other party if that other party:
  - a. does not pay any sum due to it under the Agreement within 30 days of the due date for payment;
  - b. commits a material breach of the Agreement which, if capable of remedy, it fails to remedy within 30 days after being given written notice specifying full particulars of the breach and requiring it to be remedied);
  - c. persistently breaches any term of the Agreement;
  - d. is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due;
  - e. is a company over any of whose assets or property a receiver is appointed;
  - f. makes any voluntary arrangement with its creditors or (if a company) becomes subject to an administration order;
  - g. (if an individual or firm) has a bankruptcy order made against it or (if a company) goes into liquidation;
  - h. undergoes a change of control; or
  - i. (if an individual) dies or as a result of illness or incapacity becomes incapable of managing his or her own affairs.
2. The Main Contractor may terminate this Agreement on 10 prior days' written notice if the Main Contract is terminated.

### **Consequences of Termination**

1. On termination or expiry of this Agreement:
  - a. the Main Contractor shall immediately pay to the Sub-contractor all of the Sub-contractor's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Sub-contractor may submit an invoice, which shall be payable immediately on receipt;

- b. the Main Contractor shall, within a reasonable time, return all of the Sub-contractor's Equipment and any relevant Deliverables remaining the property of the Sub-contractor. Until they have been returned or repossessed, the Main Contractor shall be solely responsible for their safe keeping.
2. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
3. Other than as set out in the Agreement, neither party shall have any further obligation to the other under the Agreement after its termination.

#### **General**

1. This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
2. No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.
3. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
4. A provision which by its intent or terms is meant to survive the termination of the Agreement will do so.
5. If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.
6. Unless specifically provided by the parties, nothing in the Agreement will establish any employment relationship, partnership or joint venture between the parties, or mean that one party becomes the agent of the other party, nor does the Agreement authorise any party to enter into any commitments for or on behalf of the other party.
7. Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at the other party's registered address or place of business, or sent by email to the business email address of the other party.
8. Any notice in connection herewith will be in writing, sent per the contact information on Schedule 5 attached hereto, and either delivered personally, or

mailed by certified mail, postage prepaid, or sent via email. Notice will be deemed given when delivered personally, or, if mailed or emailed, 72 hours after the time of sending.

9. Neither party will use the other party's name, logo, trademarks, or service marks in any advertising, publicity releases, or any other materials without that party's prior written approval.
10. Neither party may assign this Agreement, except to an affiliate or subsidiary, without the prior written consent of the other party.

**Governing law and jurisdiction**

1. This Agreement will be governed by and construed in accordance with the laws of the State of New York and the United States, without regard to its conflicts of laws rules, and both parties submit to the exclusive personal jurisdiction of the state and federal courts in New York County, NY, and to venue in said courts, and waive any claim of *forum non conveniens*. Each party waives any right to have any dispute in connection herewith resolved by jury trial.

The parties have signed this Agreement the date(s) below:

  
\_\_\_\_\_  
Emil Kirjas, for and on behalf of Kirjas Global Ltd

24 June 2022  
\_\_\_\_\_  
Date of Signature

*Michael Soliman*  
\_\_\_\_\_  
Michael Soliman, for and on behalf of Mercury Public  
Affairs, LLC

6/27/2022  
\_\_\_\_\_  
Date of Signature

## **SCHEDULE 1**

### **Main Contract**

**International Advocacy of  
Senegal's Government**

## **CONTRAT D'ASSISTANCE ET DE CONSEIL**

### **ENTRE**

**La Présidence de la République**, Dakar, Sénégal;  
(Ci-après dénommé "**LE CLIENT** ")  
**DE PREMIERE PART,**

### **ET**

**KIRJAS GLOBAL LTD.**, Sofia, Bulgarie;  
(Ci-après dénommé "**KIRJAS GLOBAL**")  
**DE DEUXIEME PART,**

(Ensemble désignés les « Parties » et séparément une « Partie »)

### **IL EST PREALABLEMENT EXPOSE :**

- (A). KIRJAS GLOBAL a pour activité principale, de fortifier les efforts diplomatiques et internationaux pour promouvoir le Sénégal, les efforts exceptionnels de SEM Président Macky SALL et l'ambitieux programme de gouvernement.
- (B). KIRJAS GLOBAL a développé une expérience, une expertise et une compétence particulière, entre autres, dans le travail en étroite collaboration avec les dirigeants mondiaux de gouvernements pour définir leurs positions et orientations géopolitiques, et dans la fourniture de conseils stratégiques dans un contexte bilatéral et multilatéral.
- (C). Que les PARTIES, par les présentes, signifient leur volonté réciproque de créer une nouvelle relation de travail, définie par les présentes, où KIRJAS GLOBAL fournira conseil et assistance au CLIENT.

### **CECI EXPOSE IL EST CONVENU CE QUI SUIT :**

#### **Article 1 : Valeur de l'exposé**

L'exposé des motifs ci-dessus a la même valeur juridique que toutes les clauses du présent contrat.

#### **Article 2 : Objet**

Le présent contrat a pour objet de définir les relations contractuelles entre LE CLIENT et KIRJAS GLOBAL d'une part et de fixer les modalités de rémunération de KIRJAS GLOBAL par LE CLIENT d'autre part.

### **Article 3 : Méthodologie de l'intervention**

Dans le cadre du présent contrat, LE CLIENT confie à KIRJAS GLOBAL qui accepte, la mission d'accompagner pendant 24 mois, à compter du 1<sup>er</sup> janvier 2022, la Présidence de la République, dans les missions définies ci-après :

1. Assurer la continuité des initiatives réussies de la stratégie, dénommée Plan Sénégal Émergent (PSE), en sécurisant diverses réunions dès janvier 2022. Nourrir les contacts établis et les tendances positives avec les réunions précédemment mises en place. Les réunions comprendraient une liste soigneusement élaborée de dirigeants politiques étrangers, de parlementaires, de représentants de gouvernements, d'institutions internationales, d'activistes de la société civile et de faiseurs d'opinion :

- a) En ligne, en utilisant les nouvelles technologies, en organisant des discussions en ligne mensuelles avec des membres des parlements nationaux et régionaux en Europe et en Afrique, par le biais de webinaires et d'entretiens avec les médias.
- b) En dehors du Sénégal avec un accent sur l'Europe, l'Asie, l'Amérique du Nord, l'Amérique Latine et l'Afrique, avec des visites spéciales de responsables gouvernementaux et des représentants des partis, au Sénégal, grâce à des visites sur mesure d'importants dirigeants politiques ou représentants d'institutions internationales en leur proposant des rencontres avec des membres désignés du gouvernement, de l'équipe de la présidence et des médias
- c) En organisant des délégations diverses à l'occasion de rencontres nationales, continentales ou internationales, qui pourront offrir un soutien et offrir un témoignage sur l'approche visionnaire et transparente, la qualité et l'excellence de la gouvernance de SEM Président Macky SALL et des autorités du Sénégal, comme un exemple pour l'Afrique et le monde

2. Mener une offensive de communication diplomatique à l'intention de la communauté internationale par le biais d'événements qui appuieront et renforceront les performances de la gouvernance avec l'appui international des différentes institutions, gouvernements, dirigeants et influenceurs

- a) Aider à l'organisation de réunions / auditions / présentations dans des lieux clés à travers le monde, et en particulier pendant et au lendemain de la Présidence de l'Union Africaine en 2022, ainsi que lors des sommets du G20, des Nations Unies, de la COP et d'autres événements intercontinentaux importants
- b) Liaison intense avec les partenaires clés des organisations internationales gouvernementales et non gouvernementales, y compris les structures internationales publiques ou privées, en intensifiant les échanges
- c) S'appuyant sur les expériences de communication Covid, s'engager dans la diplomatie numérique, ce qui contribuera à la coordination de la présence et de la participation des responsables gouvernementaux à des événements internationaux clés (conférences, sommets, assemblées) grâce à une stratégie cohérente

3. Formuler des recommandations pour la mondialisation du « *Forum International de Dakar sur la Paix et la Sécurité en Afrique* » - Dans ce cadre KIRJAS GLOBAL mobilisera des personnalités clés du secteur politique, économique, de l'innovation technologique et de l'environnement, dans l'objectif de faire de ce forum un point de référence où les succès de l'administration présidentielle seront présentés comme un exemple pour la région et le continent.

- a) 5 continents, 5 lieux stratégiques et de mondialisation du forum international de Dakar sur la paix et la sécurité en Afrique. Cet événement international historique annuel qui se déroule au Sénégal sous le patronage de SEM Président Macky SALL pour la promotion de la paix, du dialogue, de l'investissement et de la prospérité, doit devenir la référence mondiale de la promotion de la paix et de la sécurité dans le monde sous un leadership Africain
- b) des orientations stratégiques thématiques seront élaborées suite à l'analyse des aspects en relation avec : la Paix, la sécurité et la justice, l'intégration régionale, la migration, le Climat, l'éducation: , la coopération internationale et le multilatéralisme dans une approche gagnant, gagnant
- c) Organiser des petits événements physiques promotionnels « Dakar Forum Invites » d'une journée en dehors du Sénégal à l'étranger. Ces événements seront thématiques et seront considérés comme un rassemblement promotionnel / préparatoire pour l'événement annuel à Dakar
- d) Préparer un livre qui synthétisera la vision, les positions et les résultats des conférences / débats en ligne, des rapports, des articles et une promotion sur les développements positifs importants au Sénégal et en Afrique.

Il est enfin précisé, qu'en tant que de besoin, la nature de ces missions confiées par LE CLIENT à KIRJAS GLOBAL pourra, à la demande de LE CLIENT, être élargie à d'autres domaines. Ceux-ci feront alors l'objet de précisions méthodologiques et budgétaires de la part de KIRJAS GLOBAL.

**Article 4 : Ordonnateur des missions**

Seul le le Ministre, Secrétaire général de la Présidence de la République, ou son (ses) représentant(s) dûment désigné(s) par lui, peuvent valablement ordonner à KIRJAS GLOBAL l'exécution d'une ou des missions visées à l'article 3 visé ci-dessus.

**Article 5 : Durée**

Le présent contrat prend effet à partir du 1<sup>er</sup> janvier 2022.

Il est conclu pour une durée déterminée de 24 mois et prendra fin au 31 décembre 2023.

## SCHEDULE 2

### SPECIFICATION OF SERVICES

Sub-contractor shall provide public relations services to Main Contractor relating to the Client, including raising the profile and building the public image of President Sall through a strategic public relations campaign, that build upon and maximize the impact of President Sall's existing relationships and outreach capabilities. Tactics may include interviews with TV news programs, earned media stories targeted at web and print publications with major U.S. and international audiences, and strategically-placed op-ed pieces in high-profile news publications (the "**Services**").

### **SCHEDULE 3**

#### **CHARGES**

1. In exchange for Sub-contractor's Services hereunder, Main Contractor shall pay Sub-contractor US\$13,000.00 per month, prorated for any partial month, invoiced monthly during the Term, invoice to be sent to the address provided by Client in writing.

2. Main Contractor will pay and reimburse Sub-contractor for all reasonable business expenses incurred and documented in providing the Services, invoiced monthly; provided, however, that any such payment or reimbursement of any expense requires the prior written approval of Main Contractor.

3. In its sole and exclusive discretion, Sub-contractor may require Main Contractor to pay in advance or directly to a vendor any expense(s) in connection with this Agreement.

#### **Bank Account**

To be provided by Sub-contractor to Main Contractor on invoices

## **SCHEDULE 4**

### **DATA PROCESSING INFORMATION**

#### **PART A - DATA PROCESSING INFORMATION**

Processing of Personal Data by the Sub-processor under this Schedule shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Part A.

##### **Subject-matter of processing:**

The Sub-processor's provision of the Services and any related technical support to the Processor.

##### **Duration of the processing:**

The term plus the period from expiry of the term until return/deletion of all Personal Data by the Sub-processor in accordance with this Schedule.

##### **Nature and purpose of the processing:**

The Sub-processor will process Personal Data for the purpose of providing the Services and any related technical support to the Processor in accordance with this Schedule.

##### **Type of Personal Data:**

- Names, Email addresses, Physical addresses.

##### **Categories of Data Subjects:**

- Personal Data will concern the following categories of Data Subjects:
- Data Subjects about whom the Sub-processor collects Personal Data in its provision of the Services; and/or
- Data Subjects about whom Personal Data is transferred to the Sub-processor in connection with the Services by, at the direction of, or on behalf of the Processor.

## **SCHEDULE 5**

### **Contact Information**

If to Sub-contractor:

Mercury Public Affairs, LLC  
Attn: Bibi Rahim  
509 Guisando de Avila  
Suite 100  
Tampa, Florida 33613  
United States of America  
Phone: +1 813-908-1380  
Email: DASAccounting@mercuryllc.com

If to Main Contractor:

Kirjas Global Ltd  
Attn: Emil Kirjas  
Georgi Benkovski 28  
Sofia, 1000  
Bulgaria  
Phone: +44 77 1392 9100  
Email: emil@kirjas.com